

12/13/10  
(5)

EXHIBIT A  
TOTAL PROJECT BUDGET  
TOWN OF ACTON

PROJECT FUNDING AGREEMENT

**Total Project Budget**

<b>Acton Public Schools Douglas Elementary School</b>			<b>9/29/2010</b>
<b>TOTAL PROJECT BUDGET - ALL COSTS ASSOCIATED WITH THE PROJECT ARE SUBJECT TO 963 CMR 2.16(5)</b>	<b>Estimated Budget</b>	<b>*Cost/Scope Items Excluded from the Total Facilities Grant</b>	<b>*Ineligible Costs</b>
<b>Feasibility Study Agreement</b>			
<i>OPM Feasibility Study (including Schematic Design)</i>			
<i>A&amp;E Feasibility Study (including Schematic Design)</i>			
<i>Env. &amp; Site</i>			
<i>Other</i>			
<b>Feasibility Study Agreement Subtotal</b>			
<b>Administration</b>			
<b>Legal Fees</b>			
<i>Owner's Project Manager</i>			
<b>Construction Contract Documents</b>			
<i>Bidding</i>			
<i>Construction Contract Administration</i>			
<i>Closeout</i>			
<i>Extra Services</i>			
<i>Reimbursable &amp; Other Services</i>			
<i>Cost Estimates</i>	\$500		
<i>Advertising</i>			
<i>Permitting</i>			
<i>Owner's Insurance</i>			
<i>Other Administrative Costs</i>			
<b>Administration Subtotal</b>	\$500		
<b>Architecture and Engineering</b>			
<b>Basic Services</b>			
<i>Construction Contract Documents</i>	\$9,999		
<i>Bidding</i>			
<i>Construction Contract Administration</i>			
<i>Closeout</i>			
<i>Other Basic Services</i>			
<i>Reimbursable Services</i>			
<i>Construction testing</i>			
<i>Printing (over minimum)</i>			
<i>Other Reimbursable Costs</i>			
<i>Hazardous Materials</i>	\$500		
<i>Geotech &amp; Geo-Env.</i>			
<i>Site Survey</i>			
<i>Wetlands</i>			
<i>Traffic Studies</i>			
<b>Architectural/Engineering Subtotal</b>	\$10,499	\$0	\$0
<b>Construction Costs</b>			
<b>SUBSTRUCTURE</b>			
<i>Foundations</i>			
<i>Basement Construction</i>			
<b>SHELL</b>			
<i>SuperStructure</i>			
<i>Exterior Closure</i>			
<i>Roofing</i>	\$442,000		
<b>INTERIORS</b>			
<i>Interior Construction</i>			
<i>Staircases</i>			
<i>Interior Finishes</i>			
<b>SERVICES</b>			
<i>Conveying Systems</i>			
<i>Plumbing</i>	\$18,700		
<i>HVAC</i>			
<i>Fire Protection</i>			
<i>Electrical</i>			
<b>EQUIPMENT &amp; FURNISHINGS</b>			
<i>Equipment</i>			
<i>Furnishings</i>			
<b>SPECIAL CONSTRUCTION &amp; DEMOLITION</b>			
<i>Special Construction</i>			
<i>Existing Building Demolition</i>			

**Total Project Budget**

<b>Acton Public Schools Douglas Elementary School</b>			<b>9/29/2010</b>
<b>TOTAL PROJECT BUDGET - ALL COSTS ASSOCIATED WITH THE PROJECT ARE SUBJECT TO 963 CMR 2.16(5)</b>	<b>Estimated Budget</b>	<b>*Cost/Scope Items Excluded from the Total Facilities Grant</b>	<b>*Ineligible Costs</b>
In-Bldg Hazardous Material Abatement			
Asbestos Cont'g Floor Mat'l Abatement			
Other Hazardous Material Abatement			
<b>BUILDING SITEWORK</b>			
Site Preparation			
Site Improvements			
Site Civil/ Mechanical Utilities			
Site Electrical Utilities			
Other Site Construction			
<b>Construction Trades Subtotal</b>	\$460,700	\$0	\$0
Contingencies (Design and Pricing)			
D/B/B Sub-Contractor Bonds			
D/B/B Insurance			
D/B/B General Conditions			
D/B/B Overhead & Profit			
GMP Insurance			
GMP Fee			
GMP Contingency			
Escalation to Mid-Point of Construction			
Overall Excluded Construction Cost			
<b>Construction Budget</b>	\$460,700		
<b>Alternates</b>			
<b>Alternates Subtotal</b>	\$0	\$0	\$0
<b>Const. Contingency</b>			
<b>Miscellaneous Project Costs</b>			
Utility company Fees			
Testing Services			
Swing Space/Modulars			
Other Project Costs (Mailing & Moving)			
<b>Misc. Project Costs Subtotal</b>	\$0	\$0	\$0
<b>Furnishings and Equipment</b>			
<b>Owner's Contingency</b>			
Owner's Contingency			
<b>Total Project Budget</b>	<b>\$471,699</b>		
Alternates	\$0		
Ineligible cost	\$0		
Scope items excluded	\$0		
<b>Estimated Basis of Total Facilities Grant</b>	<b>\$471,699</b>		
<b>Reimbursement Rate</b>	<b>43.85%</b>		
<b>Estimated Total Maximum Facilities Grant</b>	<b>\$206,840</b>		
<small>*NOTE: This document was prepared by the MSBA based on a preliminary review of information and estimates provided by the Town of Acton for the Douglas Elementary School project. Based on this preliminary review, certain budget, cost and scope items have been determined to be ineligible for reimbursement, however, this document does not contain a final, exhaustive list of all budget, cost and scope items which may be ineligible for reimbursement by the MSBA. Nor is it intended to be a final determination of which budget, cost and scope items may be eligible for reimbursement by the MSBA. All project budget, cost and scope items shall be subject to review and audit by the Authority, and the Authority shall determine, in its sole discretion whether any such budget, cost and scope items are eligible for reimbursement. The MSBA may determine that certain additional budget, cost and scope items are ineligible for reimbursement.</small>			

**EXHIBIT B  
PROJECT SCOPE  
TOWN OF ACTON**

**PROJECT FUNDING AGREEMENT**

The District's Designer, CBI Consulting, performed an existing conditions analysis and concluded the existing roof and drains were failing. Based on this analysis, the Designer recommended a replacement of the roofing system including EPDM membrane fully adhered over tapered rigid insulation with associated edge, parapet cap and other flashings.

See attached drawings:

G1-01 Cover Sheet

D1-01 Overall demolition Roof Plan

A1-01 Roof Slope Plan

A1-02 Partial Roof Plan

A1-03 Partial Roof Plan

A2-01 Typical Roofing Replacement Details

A2-02 Typical Roofing Replacement Details

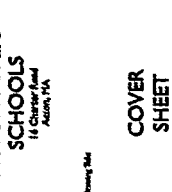
**25 YEARS**

**CBI**  
CONSULTING INC.

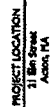
315 DOUGLASS AVENUE  
ROSLINDEN, MA 01570  
(417) 244-0977  
(417) 244-0971  
cib@ciweb.net  
www.ciweb.net

**C.T. DOUGLAS  
ELEMENTARY  
SCHOOL  
PARTIAL  
ROOFING  
REPLACEMENT**

21 Site Street  
Andover, MA



00-01	COVER SHEET
01-01	OVERALL REVOLUTION ROOF PLAN
01-01	ROOF SLOPE PLAN
A1-02	PARTIAL ROOF PLAN
A1-03	PARTIAL ROOF PLAN
A3-01	TYPICAL ROOFING REPLACEMENT DETAILS
A3-02	TYPICAL ROOFING REPLACEMENT DETAILS



### GENERAL NOTES:

## LIST OF ABBREVIATIONS

LIST OF ABBREVIATIONS	
AL	ALUMINUM
AS	ASBESTOS
AW	AIRWAY
BA	BACKLASH
BB	BREAST
BC	BURN
BD	BLOOD
BE	BELT
BF	BURN
BH	BURN
BI	BURN
BJ	BURN
BK	BURN
BL	BURN
BM	BURN
BN	BURN
BO	BURN
BP	BURN
BQ	BURN
BR	BURN
BS	BURN
BT	BURN
BV	BURN
BW	BURN
BX	BURN
BY	BURN
BZ	BURN
CA	CALCULUS
CB	CALCULUS
CC	CALCULUS
CD	CALCULUS
CE	CALCULUS
CF	CALCULUS
CG	CALCULUS
CH	CALCULUS
CI	CALCULUS
CJ	CALCULUS
CK	CALCULUS
CL	CALCULUS
CM	CALCULUS
CN	CALCULUS
CO	CALCULUS
CP	CALCULUS
CQ	CALCULUS
CR	CALCULUS
CS	CALCULUS
CT	CALCULUS
CU	CALCULUS
CV	CALCULUS
CW	CALCULUS
CX	CALCULUS
CY	CALCULUS
CZ	CALCULUS
DA	DANGER
DB	DANGER
DC	DANGER
DD	DANGER
DE	DANGER
DF	DANGER
DG	DANGER
DH	DANGER
DI	DANGER
DJ	DANGER
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ES	EARTH
ET	EARTH
EU	EARTH
EV	EARTH
EW	EARTH
EX	EARTH
EY	EARTH
EZ	EARTH
FA	FACILITY
FB	FACILITY
FC	FACILITY
FD	FACILITY
FE	FACILITY
FF	FACILITY
FG	FACILITY
FH	FACILITY
FI	FACILITY
FJ	FACILITY
FK	FACILITY
FL	FACILITY
FM	FACILITY
FN	FACILITY
FO	FACILITY
FP	FACILITY
FQ	FACILITY
FR	FACILITY
FS	FACILITY
FT	FACILITY
FU	FACILITY
FV	FACILITY
FW	FACILITY
FX	FACILITY
FY	FACILITY
FZ	FACILITY
GA	GAS
GB	GAS
GC	GAS
GD	GAS
GE	GAS
GF	GAS
GG	GAS
GH	GAS
GI	GAS
GJ	GAS
GK	GAS
GL	GAS
GM	GAS
GN	GAS
GO	GAS
GP	GAS
GQ	GAS
GR	GAS
GS	GAS
GT	GAS
GU	GAS
GV	GAS
GW	GAS
GX	GAS
GY	GAS
GZ	GAS
HA	HAND
HB	HAND
HC	HAND
HD	HAND
HE	HAND
HF	HAND
HG	HAND
HH	HAND
HI	HAND
HJ	HAND
HK	HAND
HL	HAND
HM	HAND
HN	HAND
HO	HAND
HP	HAND
HQ	HAND
HR	HAND
HS	HAND
HT	HAND
HU	HAND
HV	HAND
HW	HAND
HX	HAND
HY	HAND
HZ	HAND
IA	IDENTIFICATION
IB	IDENTIFICATION
IC	IDENTIFICATION
ID	IDENTIFICATION
IE	IDENT

**CB CONSULTING INC.**

**CB**

**250 DORCHESTER AVENUE  
BOSTON, MA 02127**

**P: (617) 258-8977  
F: (617) 464-2971**

**[cbi@cbiconsultinginc.com](mailto:cbi@cbiconsultinginc.com)  
[www.cbiconsultinginc.com](http://www.cbiconsultinginc.com)**

**Town of Acton  
Public School Department  
16 Churton Road  
Acton, MA 01702  
P: 978-375-0101  
F: 978-264-3344  
Contact: John Head, Director of Facilities**

100%  
FOR REVIEW

**G0-01**



**CBI**  
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**C.T. DOUGLAS  
ELEMENTARY  
SCHOOL  
PARTIAL  
ROOFING  
REPLACEMENT**

21 Main Street  
Acton, MA

**ACTON PUBLIC  
SCHOOLS**

14 Charter Road  
Acton, MA

Drawing Title

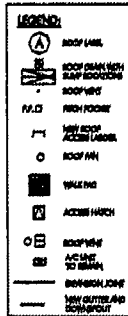
**ROOF  
SLOPE  
PLAN**

Notes

**100%  
FOR REVIEW**

Date: 04/20/16  
Project Number: 1002  
Project Manager: VST  
Drawn By: VP  
Scale: 1/8" = 1'-0"

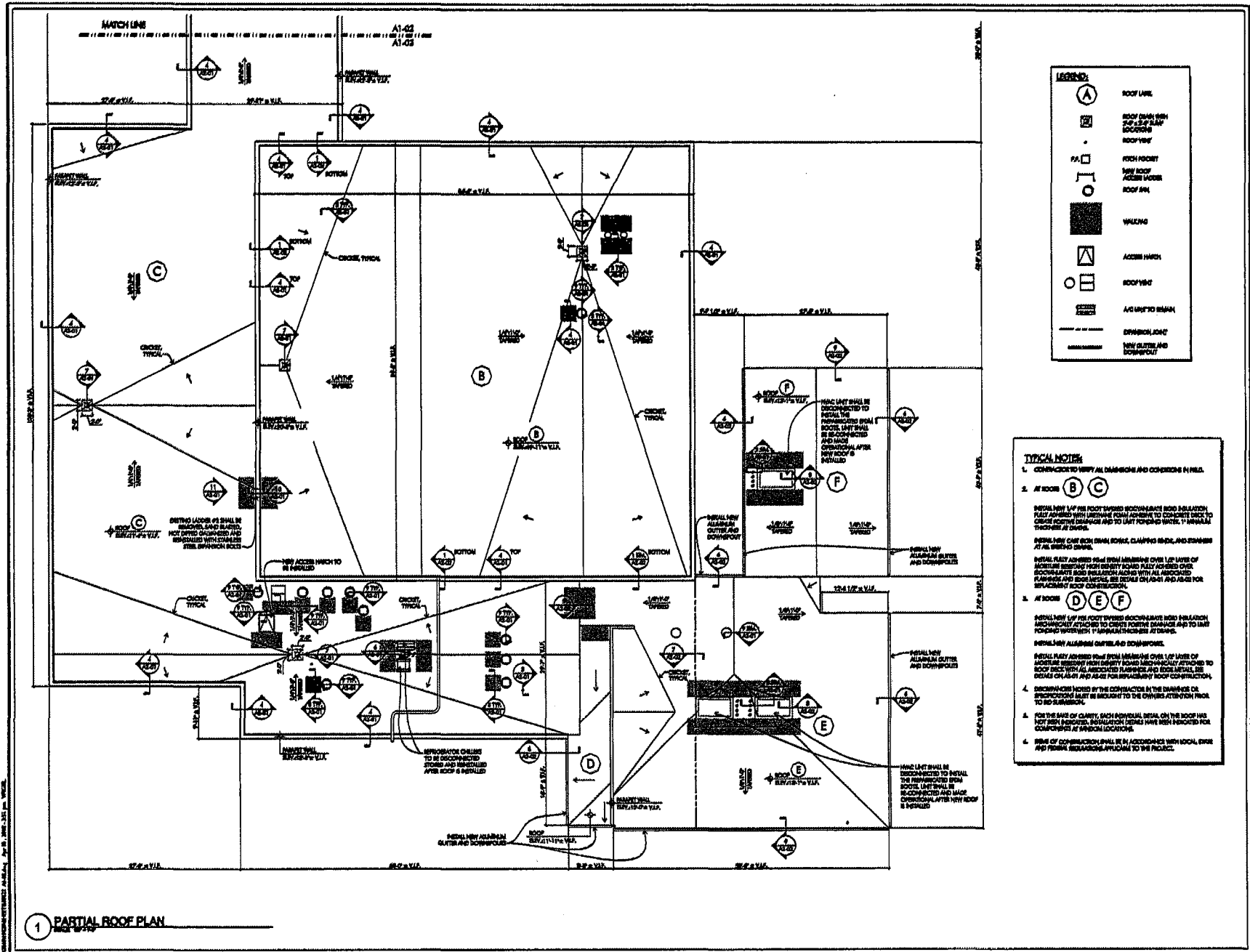
**AI-01**



- TYPICAL NOTES:**
- CONTRACTOR TO VERIFY ALL DIMENSIONS AND CONDITIONS IN FIELD.
  - AT ROOF (A, B, C)
    - INSTALL NEW 1/4" PLY ROOF TYPED ROCKWOOL INSULATION. FLASHING ADHESIVE WITH URETHANE FOAM ADHESIVE TO CONCRETE DECK TO CREATE POSITIVE DRAINAGE AND TO LIMIT FORDING WATER WITH 1" MINIMUM THICKNESS AT DRAIN.
    - INSTALL NEW 1/4" PLY ROOF TYPED ROCKWOOL INSULATION. FLASHING ADHESIVE WITH URETHANE FOAM ADHESIVE TO CONCRETE DECK TO CREATE POSITIVE DRAINAGE AND TO LIMIT FORDING WATER WITH 1" MINIMUM THICKNESS AT DRAIN.
    - INSTALL NEW 1/4" PLY ROOF TYPED ROCKWOOL INSULATION. FLASHING ADHESIVE WITH URETHANE FOAM ADHESIVE TO CONCRETE DECK TO CREATE POSITIVE DRAINAGE AND TO LIMIT FORDING WATER WITH 1" MINIMUM THICKNESS AT DRAIN.
  - AT ROOF (D, E, F)
    - INSTALL NEW 1/4" PLY ROOF TYPED ROCKWOOL INSULATION. FLASHING ADHESIVE WITH URETHANE FOAM ADHESIVE TO CONCRETE DECK TO CREATE POSITIVE DRAINAGE AND TO LIMIT FORDING WATER WITH 1" MINIMUM THICKNESS AT DRAIN.
    - INSTALL NEW 1/4" PLY ROOF TYPED ROCKWOOL INSULATION. FLASHING ADHESIVE WITH URETHANE FOAM ADHESIVE TO CONCRETE DECK TO CREATE POSITIVE DRAINAGE AND TO LIMIT FORDING WATER WITH 1" MINIMUM THICKNESS AT DRAIN.
    - INSTALL NEW 1/4" PLY ROOF TYPED ROCKWOOL INSULATION. FLASHING ADHESIVE WITH URETHANE FOAM ADHESIVE TO CONCRETE DECK TO CREATE POSITIVE DRAINAGE AND TO LIMIT FORDING WATER WITH 1" MINIMUM THICKNESS AT DRAIN.
  - DISCREPANCIES NOTED BY THE CONTRACTOR IN THE DRAWINGS OR SPECIFICATIONS SHALL BE BROUGHT TO THE OWNER'S ATTENTION PRIOR TO ANY CONSTRUCTION.
  - FOR THE SAKE OF CLARITY, EACH INDIVIDUAL DETAIL ON THE ROOFING PLAN SHALL BE INDICATED BY A LETTER (A THROUGH L) FOR REFERENCE TO THE CORRESPONDING DETAIL SHEET.
  - FINISH OF CONSTRUCTION SHALL BE IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REGULATIONS APPLICABLE TO THE PROJECT.

**1 ROOF SLOPE PLAN**

DRAWING PREPARED BY: J.L. Dwyer, P.E., 04/20/16, 1:00 PM, 1:00 PM, 1:00 PM



**25 YEARS**

**CBI CONSULTING INC.**

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**C.T. DOUGLAS  
ELEMENTARY  
SCHOOL  
PARTIAL  
ROOFING  
REPLACEMENT**

31 Elm Street  
Acton, MA

**ACTION PUBLIC  
SCHOOLS**

14 Charter Road  
Acton, MA

Drawing Title

**PARTIAL  
ROOF  
PLAN**

Revision

**100%  
FOR REVIEW**

Date: 10/12/10  
Project Number: 1003  
Project Manager: PBT  
Drawn By: VP  
Scale: 1/8" = 1'-0"

**A1-03**

**C.T. DOUGLAS  
 ELEMENTARY  
 SCHOOL  
 PARTIAL  
 ROOFING  
 REPLACEMENT**

31 Elm Street  
 Astoria, OR

**ACTON PUBLIC  
 SCHOOLS**

16 Church Street  
 Astoria, OR

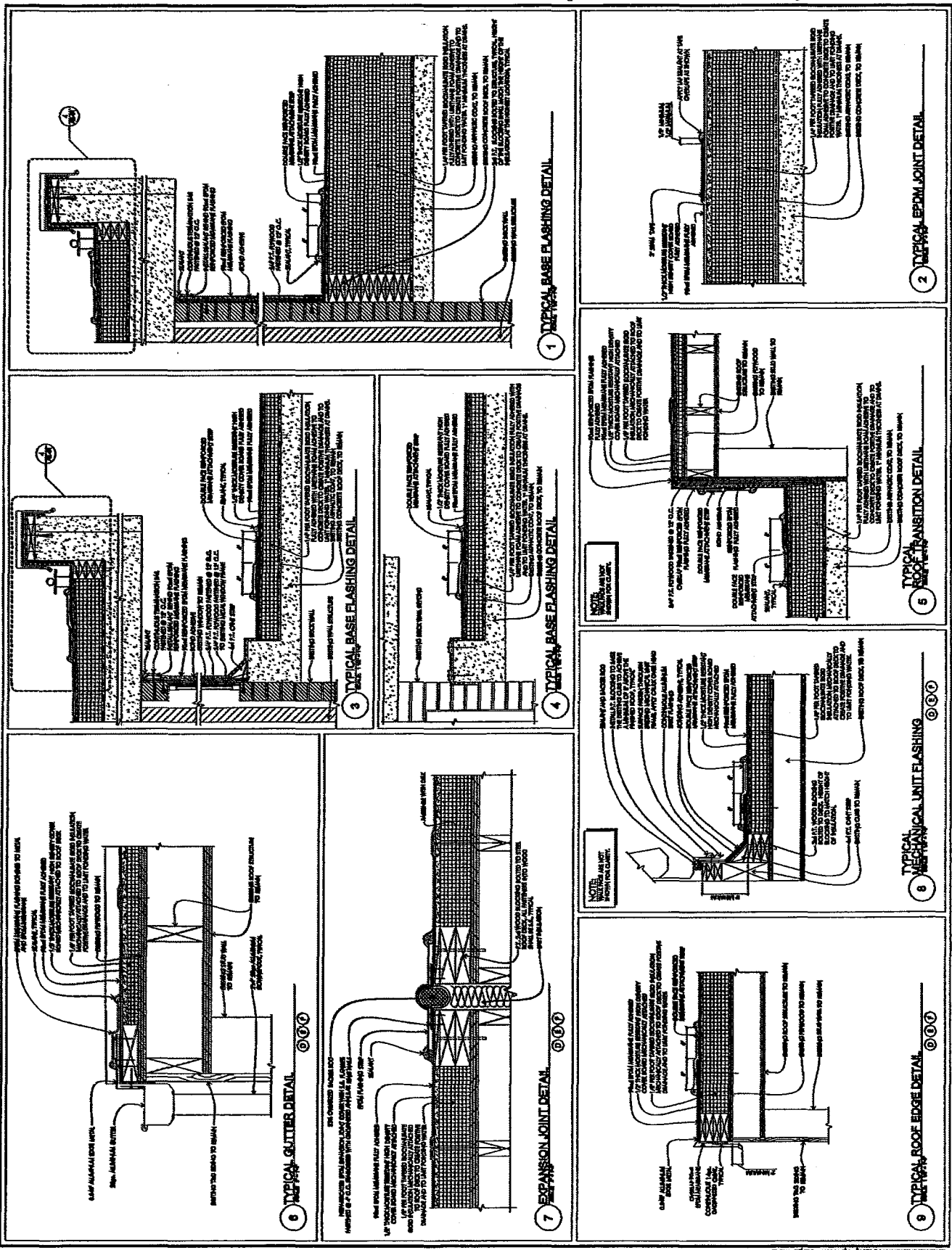
Drawing Title

**TYPICAL  
 ROOFING  
 REPLACEMENT  
 DETAILS**

**100%  
 FOR REVIEW**

Scale: 1/4" = 1'-0"  
 Project Number: 100-100  
 Drawing No: A2-02  
 Date: 10/1/00

**A2-02**



**Study Phase Estimate**

**ACTON SCHOOL DEPARTMENT**

**Roofing Replacement Project**

Acton, MA

**PM&C**

Prepared for:

**Acton Schools Facilities Dept.**

September 29, 2008

### Study Phase Estimate

### Roof Replacement Project



ACTON SCHOOL DEPARTMENT  
Roofing Replacement Project  
Acton, MA

29-Sep-08

Study Phase Estimate

CSI CODE	DESCRIPTION	QTY	UNIT	UNIT COST	EST'D COST	SUB TOTAL	TOTAL COST
<b>GATES BUILDING ROOF REPLACEMENT</b>							
	<b>ROOF AREA</b>	<b>47,546</b>	<b>sf</b>				
<b>B30 ROOFING</b>							
<b>B3010 ROOF COVERINGS</b>							
07500	Remove existing ballasted roofing	47,546	sf	1.00	47,546		
07500	Remove existing stone ballast and clean for re-use and reinstall	47,546	sf	0.35	16,641		
07500	Remove existing roofing underneath existing ballasted	47,546	sf	1.50	71,319		
07500	Premium for working on sloped roofs	4	loc	1,000.00	4,000		
07500	Remove existing roof edge	1,510	lf	5.00	7,550		
07500	Remove and reinstall existing roof top equipment	1	ls	2,500.00	2,500		
07500	New EPDM roofing; loose laid	44,426	sf	1.60	71,082		
07500	New EPDM roofing; fully adhered at sloped roofs	3,120	sf	2.50	7,800		
07500	New roof insulation; 4" thick	47,546	sf	3.70	175,920		
07500	New tapered insulation; various thickness	47,546	sf	1.25	59,433		
07500	Aluminum roof edge	1,510	lf	18.50	27,935		
07500	Flashing at vertical surfaces	471	lf	25.00	11,775		
06600	Wood blocking to roof edges	1,510	lf	12.00	18,120		
15100	Replace existing roof drains and clean existing drain piping	16	loc	850.00	13,600		
09900	Scrape and paint existing roof ladders	1	ls	2,500.00	2,500		
	<b>SUBTOTAL</b>					<b>\$537,721</b>	
<b>B3020 ROOF OPENINGS</b>							
07620	Existing roof hatch to remain						
	<b>SUBTOTAL</b>					<b>\$0</b>	
<b>TOTAL - ROOFING</b>							<b>\$537,721</b>
<b>F20 SELECTIVE BUILDING DEMOLITION</b>							
<b>F2010 BUILDING ELEMENTS DEMOLITION</b>							
	<i>Demolition included above</i>						
	<b>SUBTOTAL</b>					<b>\$0</b>	
<b>F2020 HAZARDOUS COMPONENTS ABATEMENT</b>							
02121	Excluded						
	<b>SUBTOTAL</b>					<b>\$0</b>	
<b>TOTAL - SELECTIVE BUILDING DEMOLITION</b>							<b>\$0</b>
<b>MARK UP</b>							
<b>GENERAL COND. / PERMIT / INS.</b>							
01000	General Conditions	8.00%		537,721.00	43,018		
17001	Insurances/Bond	2.50%		580,739	14,518		
17001	Permit				NIC		
	<b>SUBTOTAL</b>					<b>\$57,536</b>	
<b>FEE</b>							
17002	Overhead & profit/fee	7.50%		595,257	44,644		
	<b>SUBTOTAL</b>					<b>\$44,644</b>	
<b>TOTAL - MARK UP</b>							<b>\$102,180</b>
<b>CONTINGENCIES/ESCALATION</b>							
<b>DESIGN &amp; PRICING</b>							
17003	Design and pricing contingency (reduces to 0% at Construction Documents)	5.00%		639,901	31,995		
	<b>SUBTOTAL</b>					<b>\$31,995</b>	
<b>ESCALATION</b>							
17004	Price escalation due to increases in labor and material costs (Included at 6% per annum) - assumed construction start June 2009	4.50%		671,896	30,235		
	<b>SUBTOTAL</b>					<b>\$30,235</b>	
<b>CONSTRUCTION CONTINGENCY</b>							
17005	Recommend that 5% construction contingency is included in the overall project budget	0.00%		702,131			
	<b>SUBTOTAL</b>						
<b>TOTAL - CONTINGENCIES/ESCALATION</b>							<b>\$62,230</b>
<b>TOTAL ESTIMATED ROOF REPLACEMENT COST</b>							<b>\$702,131</b>

**EXHIBIT C**  
**PROJECT SCHEDULE**  
**TOWN OF ACTON**

**PROJECT FUNDING AGREEMENT**

**Town of Acton  
Douglas Elementary School  
Roofing Project Schedule**

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<b>Activity</b>	<b>Date</b>
Complete Construction Documents	March 2010
Advertise	April 2010
Bid Opening	May 2010
Award Contract	May 2010
Construction	June – July 2010
Project Closeout	August 2010

**EXHIBIT D**  
**PROJECT CASH FLOW**  
**TOWN OF ACTON**

**PROJECT FUNDING AGREEMENT**

Town of Acton  
Douglas Elementary School  
Roofing Project: Projected Cash Flow (2010)

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	<b>Designer</b>	<b>Contractor</b>	<b>TOTAL</b>
<b>April</b>	<b>\$3,000</b>		<b>\$3,000</b>
<b>May</b>	<b>\$2,000</b>		<b>\$2,000</b>
<b>June</b>	<b>\$1,000</b>		<b>\$1,000</b>
<b>July</b>	<b>\$2,000</b>	<b>\$212,000</b>	<b>\$214,000</b>
<b>August</b>	<b>\$2,000</b>	<b>\$230,000</b>	<b>\$232,000</b>
<b>September</b>	<b>\$1,000</b>	<b>\$18,700</b>	<b>\$19,700</b>
<b>TOTAL</b>	<b>\$11,000</b>	<b>\$460,700</b>	<b>\$471,700</b>

EXHIBIT E  
PROJECT SITE  
TOWN OF ACTON

THERE IS NO EXHIBIT E

PROJECT FUNDING AGREEMENT

**EXHIBIT F  
FURNISHINGS AND EQUIPMENT  
TOWN OF ACTON**

**THERE IS NO EXHIBIT F**

**PROJECT FUNDING AGREEMENT**

**EXHIBIT G**  
**INSURANCE REQUIREMENTS**  
**TOWN OF ACTON**

**PROJECT FUNDING AGREEMENT**

## **EXHIBIT "G"**

### **MASSACHUSETTS SCHOOL BUILDING AUTHORITY STANDARD CONSTRUCTION CONTRACT INSURANCE PROVISIONS FOR AN OWNER-CONTRACTOR CONTRACT (Alternate Form for Construction Manager at Risk on Page 6 of this Exhibit)**

The District shall include, at a minimum, the following language regarding insurance requirements in the Owner-Contractor contract. The District may impose additional insurance requirements provided that any such additional requirements shall not be inconsistent with the requirements imposed by the standard language set forth herein and further provided that, prior to issuing an invitation for bids for construction of the Project, the District shall give the Authority adequate written notice clearly describing any such additional requirements so that the Authority may, at its discretion, review and comment upon such additional requirements. Any such additional requirements may be set forth in Section 8 of the Insurance Requirements below. It shall be the sole responsibility of the District to determine whether additional insurance requirements are desirable or necessary for the Project and should be included in the Owner-Contractor contract.

#### **INSURANCE REQUIREMENTS (Design-Bid-Build)**

##### **1. Insurance Generally.**

A. The Contractor shall purchase and maintain insurance of the type and limits listed in this Article with respect to the operations as well as the completed operations of this Contract. This insurance shall be provided at the Contractor's expense and shall be in full force and effect for the full term of the Contract or for such longer period as this Article requires.

B. All policies shall be written on an occurrence basis and be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth with a financial strength rating of A- or better as assigned by AM Best Company, or an equivalent rating assigned by a similar rating agency acceptable to the Owner, or as otherwise acceptable to the Owner.

C. The Contractor shall submit three originals of each certificate of insurance, acceptable to the Owner, simultaneously with the execution of this Contract. Certificates shall show each type of insurance, insurance company, policy number, amount of insurance, deductibles and/or self-insured retentions, and policy effective and expiration dates. Certificates shall show the Massachusetts School Building Authority (hereinafter "Authority"), the Owner and anyone else the Owner may request as additional insureds as to all policies of liability insurance. Certificates shall specifically note the following:

- that the automobile liability, umbrella liability and pollution liability policies include the Authority and the Owner as additional insureds;
- that all policies include the coverage and endorsements in accordance with the terms and conditions as required by this Contract;
- that none of the coverages shall be cancelled, terminated, or materially modified unless and until thirty (30) days prior notice is given in writing to the Owner and the Authority;
- the Contractor shall submit updated certificates of insurance prior to the expiration of any of the policies referenced in the certificates so that the Owner shall at all times possess certificates indicating current coverage.

D. The Contractor shall file one certified, complete copy of all policies and endorsements with the Owner within sixty (60) days after Contract award. If the Owner is damaged by the Contractor's failure to maintain such insurance and to comply with the terms of this Article, then the Contractor shall be responsible for all costs and damages to the Owner and the Authority attributable thereto.

E. Termination, cancellation, or material modification of any insurance required by this Contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given to the Owner, and the Authority to the extent that the Authority is an additional insured, at least thirty (30) days prior to the effective date thereof, which shall be expressed in said notice.

F. The Contractor is responsible for the payment of any and all deductibles under all of the insurance required herein. Neither the Owner nor the Authority shall in any instance be responsible for the payment of deductibles, self-insured retentions, or any portion thereof.

## **2. Contractor's Commercial General Liability.**

A. The Contractor shall purchase and maintain general liability coverage on the ISO form CG 00 01 or equivalent, including products and completed operations, on an occurrence basis. The form must be amended to state that the aggregate limit applies on a per location/project basis. The policy shall provide the following minimum coverage to protect the Contractor from claims with respect to the operations performed by Contractor and any employee, subcontractor, or supplier, or by anyone for whose acts they may be liable unless a higher coverage is specified in Section 8 below in which case the Contractor shall provide the additional coverage:

Bodily Injury &	\$1,000,000 each occurrence
Property Damage	\$2,000,000 general aggregate per project
Products & Completed Operations	\$1,000,000 annual aggregate
Personal & Advertising Injury	\$1,000,000 each occurrence
Medical Expenses	\$5,000

B. This policy shall include coverage relating to explosion, collapse, and underground property damage.

C. This policy shall include contractual liability coverage.

D. The completed operations coverage shall be maintained for a period of three (3) years after Substantial Completion and acceptance by the Owner. The Contractor shall provide renewal certificates of insurance to the Owner as evidence that this coverage is being maintained.

E. If the Work includes work to be performed within fifty (50) feet of a railroad, any exclusion for liability assumed under contract for work within fifty (50) feet of a railroad shall be deleted.

F. This policy shall include the Authority, the Owner and anyone else requested by the Owner as additional insureds via endorsements CG 20 10 for ongoing operations and CG 20 37 for completed operations. This policy shall be primary and non-contributory with respect to any other insurance available to additional insureds.

G. The policy shall include endorsement CG 24 04, a Waiver of Subrogation in favor of the Authority and the Owner.

## **3. Automobile Liability.**

A. The Contractor shall purchase and maintain the following minimum coverage with respect to the operations of any owned, non-owned, and hired vehicles including trailers used in the performance of the work, unless a higher coverage is specified in Section 8 below in which case the Contractor shall provide the additional coverage:

Bodily Injury & Property Damage      \$1,000,000 combined single limit

B. The policy shall include a CA 99 48 Broadened Pollution Endorsement. If specified in Section 8 below, the Contractor, if hauling contaminants and/or pollutants, must adhere to Sections 29 and 30 of the Motor Carrier Act of 1980, which shall include coverage Form MCS-90.

C. The policy shall name the Authority and the Owner as additional insureds.

D. The policy shall contain a Waiver of Subrogation in favor of the Owner and the Authority.

#### **4. Contractor's Pollution Liability.**

The Contractor shall purchase and maintain coverage for bodily injury and property damage resulting from liability arising out of pollution related exposures such as asbestos abatement, lead paint abatement, tank removal, removal of contaminated soil, etc. The insurance policy shall cover the liability of the Contractor during the process of removal, storage, transport and disposal of hazardous waste and contaminated soil and/or asbestos abatement. The policy shall include coverage for on-Site and off-Site bodily injury and loss of, damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden and accidental. The policy shall also include defense and clean-up costs. The Authority and the Owner shall be named as additional insureds and coverage must be on an occurrence basis. The amount of coverage shall be as follows unless a higher amount is specified in Section 8 below to this Contract, in which case the Contractor shall provide the additional coverage:

Limit of liability	\$1,000,000 per occurrence
	\$3,000,000 aggregate

#### **5. Worker's Compensation.**

A. The Contractor shall provide the following coverage in accordance with M.G.L. c.149 §34A and c.152, as amended, unless a higher coverage is specified in Section 8 below, in which case the Contractor shall provide the higher coverage:

Worker's Compensation	Statutory limits
Employer's Liability	\$ 500,000 each accident
	\$ 500,000 disease per employee
	\$ 500,000 disease policy aggregate

B. If specified in Section 8 below, the policy must be endorsed to cover United States Longshoremen & Harborworkers Act (USLHW), or Maritime Liability.

C. The policy shall contain a Waiver of Subrogation in favor of the Authority and the Owner.

#### **6. Builder's Risk/ Installation Floater/Stored Materials.**

**Owner may purchase and maintain coverage against loss or damage to the Work included in this Contract. If purchased by Owner, such coverage shall be on an "all risks" or equivalent form and will include a waiver of subrogation in favor of Contractor for loss or damage that occurs during the term of the Project. Owner will be responsible for the payment of any deductible under such coverage.**

**If specified in Section 8 below, Owner may require the Contractor to purchase and maintain coverage against loss or damage to the Work in accordance with the following requirements:**

A. The Contractor shall purchase and maintain coverage against loss or damage on all Work included in this Contract in an amount equal to the Contract Price. Such coverage shall be written on an all risks basis or equivalent form and shall include, without limitation, insurance against perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, terrorism ("certified" and "non-certified"), collapse, earthquake, flood (if the project is not in an "A" or a "V" flood Zone), windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. Unless otherwise specified in this Contract, the limits for earthquake and flood shall each be the lesser of the Contract Price or \$10,000,000. This policy and/or installation floater shall include transportation and Stored Materials coverage in an amount equal to the value of the stored materials as required in C. below.

B. When Work will be completed on existing buildings owned by the Owner, the Contractor shall provide an installation floater, in the full amount of the Contract Price. Such coverage shall be written on an all risks basis or equivalent form and shall include, without limitation, insurance against perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood (if the project is not in an "A" or a "V" flood Zone), windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. Unless otherwise specified in this Contract, the limits for earthquake and flood shall each be the lesser of the Contract Price or \$10,000,000. This policy and/or installation floater shall include transportation and Stored Materials coverage in an amount equal to the value of the stored materials as required in C. below.

C. The Contractor shall maintain insurance on delivered and/or stored material designated to be incorporated in the Work against fire, theft or other hazards. Any loss or damage of whatever nature to such material while stored at an off Site location shall be forthwith replaced by the Contractor at no expense to the Owner or the Authority..

D. The policy or policies shall specifically state that they are for the benefit of and payable to the Authority, the Owner, the Contractor, and all persons furnishing labor or labor and materials for the Contract Work, as their interests may appear. The policy or policies shall list the Authority, the Owner, the Contractor, and Subcontractors of any tier as named insureds.

E. Coverage shall include any costs for work performed by the Designer or any consultant as the result of a loss experienced during the term of this Contract.

F. Coverage shall include permission for temporary occupancy and a Waiver of Subrogation in favor of the Owner and the Authority.

G. Coverage shall be maintained until final acceptance by the Owner of the Work and final payment has been made.

H. A loss under the property insurance shall be adjusted by the Contractor as fiduciary and made payable to the Contractor as fiduciary for the insureds. The Contractor shall pay the subcontractors their just shares of insurance proceeds received by the Contractor and shall require subcontractors to make payments to their sub-subcontractors in similar manner.

**7. Umbrella Coverage.**

The Contractor shall provide Umbrella Coverage in a form at least as broad as primary coverages required by Sections 2, 3 and 5 of this Article in the following amount unless a higher amount is specified in Section 8 below in which case the Contractor shall provide the higher amount:

<u>Contract Price:</u>	<u>Limit of Liability:</u>
Under \$1,000,000	\$2,000,000 per occurrence
\$1,000,001 – \$5,000,000	\$5,000,000 per occurrence
\$5,000,001– \$10,000,000	\$10,000,000 per occurrence
\$10,000,001 and over	\$25,000,000 per occurrence

#### **8. Additional Insurance Requirements**

The Contractor shall provide such other and/or additional types and/or amounts of insurance as may be set forth below:

**MASSACHUSETTS SCHOOL BUILDING AUTHORITY**  
**STANDARD CONSTRUCTION CONTRACT INSURANCE PROVISIONS FOR A**  
**CONSTRUCTION MANAGER AT RISK CONTRACT**

The District shall include, at a minimum, the following language regarding insurance requirements in the Owner-Construction Manager at Risk ("CM") contract. The District may impose additional insurance requirements provided that any such additional requirements shall not be inconsistent with the requirements imposed by the standard language set forth herein and further provided that, prior to issuing an RFQ for construction management at risk services for the Project, the District shall give the Authority adequate written notice clearly describing any such additional requirements so that the Authority may, at its discretion, review and comment upon such additional requirements. Any such additional requirements may be set forth in Section 8 of the Insurance Requirements below. It shall be the sole responsibility of the District to determine whether additional insurance requirements are desirable or necessary for the Project and should be included in the Owner-CM contract.

**INSURANCE REQUIREMENTS (CM at Risk)**

**1. Insurance Generally.**

A. The CM shall purchase and maintain the insurance of the type and limits listed in this Article with respect to the operations as well as the completed operations of this Contract. This insurance shall be provided at the CM's expense and shall be in full force and effect for the full term of the Contract or for such longer period as this Article requires.

B. All policies shall be written on an occurrence basis and be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth with a financial strength rating of A- or better assigned by AM Best Company, or equivalent rating assigned by a similar rating agency acceptable to the Owner or as otherwise acceptable to the Owner.

C. CM shall submit three originals of each certificate of insurance, acceptable to the Owner, simultaneously with the execution of this Contract. Certificates shall show each type of insurance, insurance company, policy number, amount of insurance, deductibles and/or self insured retentions, and policy effective and expiration dates. Certificates shall show the Massachusetts School Building Authority (hereinafter "Authority"), the Owner and anyone else that the Owner may request as additional insureds as to all policies of liability insurance. Certificates shall specifically note the following:

- that the automobile liability, umbrella liability and pollution liability policies include the Owner and the Authority as additional insureds;
- that all policies include the coverage and endorsements in accordance with the terms and conditions as required by this construction contract;
- that none of the coverages shall be cancelled, terminated, or materially modified unless and until thirty (30) days prior notice is given in writing to the Owner and the Authority;
- CM shall submit updated certificates prior to the expiration of any of the policies referenced in the certificates so that the Owner shall at all times possess certificates indicating current coverage.

D. The CM shall file one certified complete copy of all policies and endorsements with the Owner within sixty (60) days after Contract award. If the Owner or the Authority is damaged by the CM's failure to maintain such insurance and to comply with the terms of this Article, then the CM shall be responsible for all costs and damages to the Owner and the Authority attributable thereto.

E. Termination, cancellation, or material modification of any insurance required by this Contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given to Owner, and the Authority to the extent that the Authority is an additional insured, at least thirty (30) days prior to the effective date thereof, which shall be expressed in said notice.

F. The CM is responsible for the payment of any and all deductibles under all of the insurance required below unless the Owner and the Authority specifically provide a written waiver to the CM.

## **2. CM's Commercial General Liability.**

A. The CM shall purchase and maintain general liability coverage on the ISO form CG 00 01 or equivalent, including products and completed operations, on an occurrence basis. The form must be amended to state that the aggregate limit applies on a per location/per project basis. The policy shall provide the following minimum coverage to protect the CM from claims with respect to the operations performed by CM and any employee, subcontractor, or supplier, unless a higher coverage is specified in Section 8 below, in which case the CM shall provide the additional coverage:

Bodily Injury &	\$1,000,000	each occurrence
Property Damage	\$2,000,000	general aggregate, per project
Products & Completed Operations	\$1,000,000	annual aggregate
Personal & Advertising Injury	\$1,000,000	each occurrence
Medical Expenses	\$5,000	

B. This policy shall include coverage relating to explosion, collapse, and underground property damage.

C. This policy shall include contractual liability coverage.

D. The completed operations coverage shall be maintained for a period of three (3) years after Substantial Completion and acceptance by the Owner. The CM shall provide renewal certificates of insurance to the Owner as evidence that this coverage is being maintained.

E. If the Work includes work to be performed within fifty (50) feet of a railroad, any exclusion for liability assumed under contract for work within fifty (50) feet of a railroad shall be deleted.

F. This policy shall include the Authority, the Owner and anyone else requested by the Owner as additional insureds via endorsements CG 20 10 for ongoing operations and CG 20 37 for completed operations. This policy shall be primary and non-contributory with respect to any other insurance available to additional insureds.

G. The policy shall include endorsement CG 24 04, a Waiver of Subrogation in favor of the Owner and the Authority.

## **3. Automobile Liability.**

A. The CM shall purchase and maintain the following minimum coverage with respect to the operations of any owned, non-owned, and hired vehicles including trailers used in the performance of the work, unless a higher coverage is specified in Section 8 below, in which case the CM shall provide the additional coverage:

**Bodily Injury & Property Damage \$1,000,000 combined single limit**

**B.** The policy shall include a CA 99 48 Broadened Pollution Endorsement. If specified in Section 8 below, the CM, if hauling contaminants and/or pollutants, must adhere to Sections 29 and 30 of the Motor Carrier Act of 1980, which shall contain coverage Form MCS-90.

**C.** The policy shall name the Owner and the Authority as additional insureds.

**D.** The policy shall contain a Waiver of Subrogation in favor of the Owner and the Authority.

#### **4. Contractor's Pollution Liability.**

The CM shall purchase and maintain coverage for bodily injury and property damage resulting from liability arising out of pollution related exposures such as asbestos abatement, lead paint abatement, tank removal, removal of contaminated soil, etc. The insurance policy shall cover the liability of the CM during the process of removal, storage, transport and disposal of hazardous waste and contaminated soil and/or asbestos abatement. The policy shall include coverage for on-Site and off-Site bodily injury and loss of, damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden and accidental. The policy shall also include defense and clean-up costs. The Owner and the Authority shall be named as additional insureds and coverage must be on an occurrence basis. The amount of coverage shall be as follows unless a higher amount is specified in Section 8 below, in which case the CM shall provide the additional coverage:

Limit of liability	\$1,000,000 per occurrence
	\$3,000,000 aggregate

#### **5. Worker's Compensation.**

**A.** The CM shall provide the following coverage in accordance with M.G.L. c.149 §34A and c.152 as amended, unless a higher coverage is specified in Section 8 below, in which case the CM shall provide the higher coverage:

Workers' Compensation	Statutory limits
Employer's Liability	\$ 500,000 each accident
	\$ 500,000 disease per employee
	\$ 500,000 disease policy aggregate

**B.** If specified in Section 8 below the policy must be endorsed to cover United States Longshoremen & Harborworkers Act (USLHW), or Maritime Liability for \$1,000,000/\$1,000,000.

**C.** The policy shall contain a Waiver of Subrogation in favor of the Owner and the Authority.

#### **6. Builder's Risk/ Installation Floater/Stored Materials.**

**Owner may purchase and maintain coverage against loss or damage to the Work included in this Contract. If purchased by Owner, such coverage shall be on an "all risks" or equivalent form and will include a waiver of subrogation in favor of CM for loss or damage that occurs during the term of the Project. Owner will be responsible for the payment of any deductible under such coverage.**

**If specified in Section 8 below, Owner may require the CM to purchase and maintain coverage against loss or damage to the Work in accordance with the following requirements:**

A. The CM shall purchase and maintain coverage against loss or damage on all Work included in this Contract in an amount equal to the GMP. Such coverage shall be written on an all risks basis or equivalent form and shall include, without limitation, insurance against perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, terrorism ("certified" and "non-certified"), collapse, earthquake, flood (if the project is not in an "A" or a "V" flood Zone), windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's, Program Manager's and CM's services and expenses required as a result of such insured loss. Unless otherwise specified in this Contract, the limits for earthquake and flood shall each be the lesser of the Contract Price or \$10,000,000. This policy and/or installation floater shall include transportation and Stored Materials coverage in an amount equal to the value of the stored materials as required in C. below.

B. When Work will be completed on existing buildings owned by the Owner, the CM shall provide an installation floater, in the full amount of the Contract Price. Such coverage shall be written on an all risks basis or equivalent form and shall include, without limitation, insurance against perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood (if the project is not in an "A" or a "V" flood Zone), windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's, Program Manager's and CM's services and expenses required as a result of such insured loss. Unless otherwise specified in this Contract, the limits for earthquake and flood shall each be the lesser of the Contract Price or \$10,000,000. This policy and/or installation floater shall include transportation and Stored Materials coverage in an amount equal to the value of the stored materials as required in C. below.

C. The CM shall maintain insurance on delivered and/or stored material designated to be incorporated in the Work against fire, theft or other hazards. Any loss or damage of whatever nature to such material while stored at some approved off Site location shall be forthwith replaced by the CM at no expense to the Owner or the Authority.

D. The policy or policies shall specifically state they are for the benefit of and payable to the Authority, the Owner, the CM, subcontractors and all persons furnishing labor or labor and materials for the Contract Work, as their interests may appear. The policy or policies shall list the Authority, the Owner, the CM, and Subcontractors of any tier as named insureds.

E. Coverage shall include any costs for work performed by the Designer or any consultant as the result of a loss experienced during the term of this Contract.

F. Coverage shall include permission for temporary occupancy and a Waiver of Subrogation in favor of the Owner and the Authority.

G. Coverage shall be maintained until final acceptance by Owner of the Work and final payment has been made.

H. A loss under the property insurance shall be adjusted by CM as fiduciary and made payable to the Contractor as fiduciary for the insureds. CM shall pay the subcontractors their just shares of insurance proceeds received by the CM and shall require subcontractors to make payments to their sub-subcontractors in similar manner.

## **7. Umbrella Coverage.**

The CM shall provide Umbrella Coverage in form at least as broad as primary coverages required by Sections 2, 3 and 5 of this Article in the following amount unless a higher amount is specified in Section 8 below in which case the CM shall provide the higher amount:

<u>Contract Price:</u>	<u>Limit of Liability:</u>
Under \$1,000,000	\$2,000,000 per occurrence
\$1,000,000 -- \$5,000,000	\$5,000,000 per occurrence
\$5,000,001-- \$10,000,000	\$10,000,000 per occurrence
\$10,000,001 and over	\$25,000,000 per occurrence

**8. Additional Insurance Requirements**

The CM shall provide such other and/or additional types and/or amounts of insurance as may be set forth below:

**EXHIBIT H  
EDUCATIONAL PROGRAM  
TOWN OF ACTON**

**THERE IS NO EXHIBIT H**

**PROJECT FUNDING AGREEMENT**

**EXHIBIT I**  
**REIMBURSEMENT RATE SHEET**  
**TOWN OF ACTON**

**PROJECT FUNDING AGREEMENT**

## MSBA Green Repair Program Reimbursement Rate Certification

### Acton

#### MSBA Reimbursement Rate Calculation

Base Points	31.00
Income Factor	2.53
Property Wealth Factor	10.32
Poverty Factor	-
Racial Desegregation Plan Approved prior to 6/30/2000	-
<b>MSBA Reimbursement Rate</b>	<b>43.85</b>

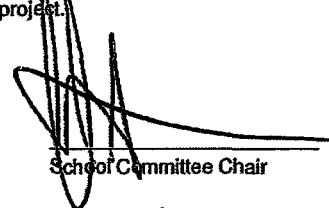
#### Certification

By signing this Reimbursement Rate Certification, I hereby certify that I have read, understand, and accept the reimbursement rate set forth above, and I hereby acknowledge and agree on behalf of the Eligible Applicant that the above-stated reimbursement rate is the rate that will be used to calculate the maximum Total Facilities Grant for the proposed project.



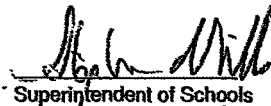
Local Chief Executive Officer

9/23/10  
Date



School Committee Chair

9/15/10  
Date



Superintendent of Schools

9/15/10  
Date

SEP 27 2010

**EXHIBIT J  
WAGE RATES  
TOWN OF ACTON**

**THERE IS NO EXHIBIT J**

**PROJECT FUNDING AGREEMENT**

**[Letterhead of Legal Counsel]**  
**Certification of Legal Counsel for the**  
**[City/Town/Regional School District]**

I, \_\_\_\_\_, duly appointed legal counsel for the [City/Town/RSD], hereby certify that:

1. The following elected or appointed governmental officer(s) or governmental body has the full legal authority under the laws of the Commonwealth of Massachusetts and all applicable local charters, ordinances and by-laws to execute and deliver the Project Funding Agreement (the "Agreement") for the [School] Project (the "Project") between the [City/Town/RSD] and the Massachusetts School Building Authority on behalf of the [City/Town/RSD] and to bind the [City/Town/RSD] to its terms and conditions:

*[Please list Name(s), Title(s), and Contact Information for the authorized governmental officer or governmental body signing the Project Funding Agreement. If a vote is required to authorize the governmental officer or governmental body to sign the Project Funding Agreement, please note such requirements here and submit a copy of said vote to the MSBA.]*

2. The following elected or appointed governmental officer(s) or governmental body has the full legal authority under the laws of the Commonwealth of Massachusetts and all applicable local charters, ordinances and by-laws to make final, binding decisions with respect to the Project described in the Project Funding Agreement, on behalf of the [City/Town/RSD]:

*[Please list Name, Title, and Contact Information for the governmental officer or governmental body who is authorized to make final, binding decisions with respect to the Proposed Project. If a vote is required to authorize the governmental officer or governmental body to make binding decisions with respect to the Proposed Project, please note such requirements here and submit a copy of said vote to the MSBA.]*

I hereby further certify that, to the best of my knowledge and belief, the above-listed certifications are true, complete and accurate.

IN WITNESS WHEREOF, signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Office/Title (Print or Type)